

**ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING**

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Housing and Urban Development/Economic Development**, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area.

Whereas this attachment represents an agreement between the LWIB and Housing and Urban Development/Economic Development regarding cost allocation and resource sharing agreement, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The one stop partner, Housing and Urban Development agrees to contribute direct partner costs for rent in the following manner:

Housing and Urban Development/Economic Development is a department within the City of Lincoln and, thus, the City's lease with Gold's Galleria is reflective of their costs.

2. The one stop partner, Housing and Urban Development/Economic Development agrees to contribute, along with all WIA partners an equal share of the following costs:

Cost: All system costs are to be shared equally as indicated below. When a cost is billed to each one stop partner by the City of Lincoln, an itemized billing statement of actual costs shall be provided and the one stop partner shall pay for items within 30 days of receipt of the request for payment.

Board Operations: There are 14 One Stop partners identified in the MOU serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment to be made to the City of Lincoln on a quarterly basis. Board operation costs include costs for board meetings, committee meetings, materials, postage, phone, copying, and printing.

3. Responsibility for Funds: Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers', employees', or agents' actions or omissions under or relating to this Agreement.

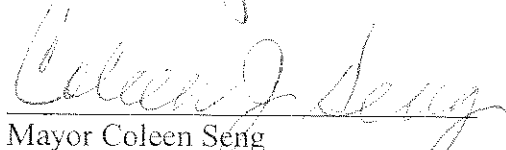
4. Term: This Agreement shall be in effect for the period beginning July 1, 2004 and ending on June 30, 2005. This agreement may be renewed for a period of up to (two) additional one year terms.

5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing

and signed by both parties. If any provision of this agreement is held invalid, the remainder of this Agreement shall not be affected.

6. Capacity: The undersigned person representing Housing and Urban Development/Economic Development programs does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Housing and Urban Development/Economic Development programs to this Agreement.

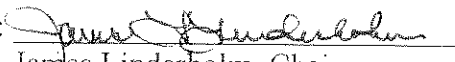
IN WITNESS WHEREOF, Housing and Urban Development/Economic Development and Mayor Coleen Seng, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 16th day of July, 2004.



Mayor Coleen Seng
City of Lincoln/Greater Lincoln
Workforce Investment Board



Marc Wullschleger, Director
Urban Development

Approved by: 

James Linderholm, Chair
Greater Lincoln Workforce Investment Board

ATTACHMENT B: AGREEMENT FOR SCOPE OF SERVICES

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Housing and Urban Development/Economic Development** programs, hereinafter referred to as Economic Development, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln Area.

Whereas, this attachment represents an agreement between the LWIB and Economic Development programs to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The One stop partner, Economic Development program agrees to contribute to the delivery of the following core services in the local one stop system:

- a. Provide orientation on Economic Development programs to businesses and to One Stop job development staff.
- b. Conduct outreach to businesses.
- c. Conduct intake to determine if a business is eligible for Economic Development assistance.

2. Delivery of Core Services

The delivery of core services listed above shall be delivered by Economic Development in the following manner. Core services to businesses will be available on a walk-in basis or by appointment. When Economic Development staff is not available, Economic Development will provide and maintain an appointment calendar for businesses wishing to schedule an appointment with Economic Development at the One Stop. Should a business wish to go to Economic Development's main office, Economic Development will provide information regarding the address and phone number at their main office for contact purposes.

Service a: Provide orientation on Economic Development programs to businesses and job development staff of the One Stop.

Method of delivery: Economic Development will provide staff or cross train Urban Development staff at One Stop to provide orientation to businesses.

Where the service will be provided: At the One Stop Career Center, 1010 "N" street, Lincoln, Nebraska.

Funding For This Service: Economic Development will provide funding.

Service b: Conduct outreach to businesses.

Method of delivery:

Outreach: Economic Development will provide marketing materials, brochures, and information regarding Economic Development programs to businesses and as appropriate, to partners and tenants of the One Stop. Economic Development staff will meet with businesses on and off site as appropriate. On Outreach HUD agrees to distribute customer surveys as directed by the LWIB Board.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

Funding For This Service: Economic Development will pay the full cost of providing outreach services.

Service c: Conduct intake to determine if a business is eligible for economic development assistance.

Method of delivery: Economic Development staff will conduct intakes of businesses to determine if they are eligible for economic development assistance.

Where the services will be provided: At the One Stop Career Center, 1010 "N" Street, Lincoln, Nebraska, and at business locations as appropriate.

Funding For This Service: Economic Development will pay the full cost for conducting intakes of businesses.

3. Costs: The Economic Development programs cost of providing the above referenced services through the One Stop Center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities, and insurance costs shall be borne by the partner.

4. **Amendments:** The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected.

5. **Term:** This Agreement shall be in effect for the period beginning July 1, 2004 and ending on June 30, 2005. This agreement may be renewed for a period of up to (two) additional one-year terms.

6. **Termination:** Any party may withdraw from or terminate this Agreement only according to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

7. **Mutual Hold Harmless:** Each party to this Agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts and omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims, damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Economic Development as a City agency is self-insured.

8. **Independent Contractor:** Economic Development shall perform their core services under this Agreement as an independent contractor. Economic Development programs have sole and exclusive charge and control of the manner and means of performance. Economic Development programs, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that Economic Development is not an employee of the Greater Lincoln Workforce Investment Board.

9. **One Stop Management Council:** Economic Development, as a party to this Agreement, agrees

to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the One Stop Center.

10.

One Stop Center

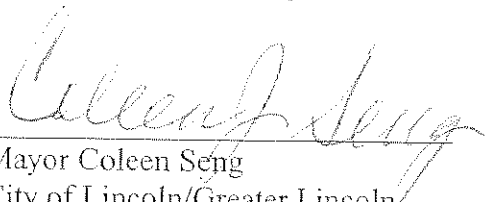
Management: Economic Development, as a party to this Agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

11.

Capacity: The

undersigned person representing Economic Development does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Economic Development to this Agreement.

IN WITNESS WHEREFORE, Housing and Urban Development/Economic Development and Mayor Coleen Seng, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 14th day of July, 2004.

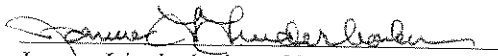


Mayor Coleen Seng
City of Lincoln/Greater Lincoln
Workforce Investment Board



Marc Wullschleger, Director
City of Lincoln, Urban Development

Approved by:



James Linderholm, Chair
Greater Lincoln Workforce Investment Board

Jim Linderholm
Chairperson



Mayor Coleen J. Seng
Chief Elected Official

March 9, 2005

GREATER LINCOLN
WORKFORCE INVESTMENT BOARD

Marc Wullschleger
Urban Development Department
808 P Street, Suite 400
Lincoln, NE 68508

RE: Attachments A and B to the Memorandum of Understanding between Lincoln Workforce Investment Board and Housing and Urban Development Department/Economic Development, EO #70638

Dear Marc:

In accordance with the terms and conditions of the above referenced Attachments A and B to the Memorandum of Understanding, the City of Lincoln/Greater Lincoln Workforce Investment Board desires to renew said Attachments A and B to the Memorandum of Understanding (MOU) for one (1) additional term beginning July 1, 2005 through June 30, 2006.

It is understood that all terms and conditions of the original Attachments A and B to the Memorandum of Understanding will remain unchanged during the renewal term. For your own information and as a reminder, the Workforce Investment Act of 1998 (PL 105-220) remains in existence until repealed by the federal government. WIA is currently in the process of re-authorization before Congress. It is not clear when re-authorization will be finalized but expenditures under the 1998 Act are authorized through June, 2006. Thus, the terms and conditions of the Attachments are in reference to the current law.

As evidence of your agency's decision to renew the referenced MOU under said terms and conditions, please countersign below. Return three original letters on or before April 15, 2005 for processing care of Jan Norlander-Jensen, City of Lincoln, Urban Development, 808 P Street, Suite 400, Lincoln, NE 68508.

If your agency should choose not to renew this MOU, please state on your letterhead the reasons and return to the City of Lincoln/Greater Lincoln Workforce Investment Board at the above address.

Sincerely,

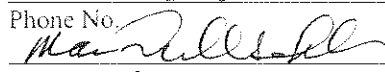

Jan Norlander-Jensen

Counter Signature:


One Stop Partner Agency Name

441-7606

Phone No.


Signature of Authorized Representative of
One Stop Partner


Director

Title

Date


Mayor Coleen Seng
City of Lincoln

Approved by:


James Linderholm, Chair of Greater Lincoln
Workforce Investment Board